

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Tew Cardenas

2. Registration No.

5562

3. Name of Foreign Principal

Arcaya and Associates

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Outreach activities to the US Government in order to advance the client's interest vis-a-vis financial services in Latin America.

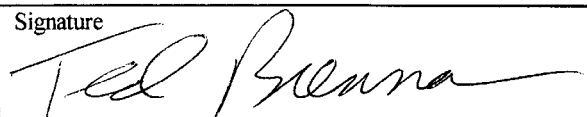
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Outreach activities to the US Government in order to advance the client's interest vis-a-vis financial services in Latin America.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

General meetings with US Government officials to discuss financial services in Latin America.

Date of Exhibit B	Name and Title	Signature
02/07/2008	Ted Brennan, Director	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

January 30, 2008

Ambassador Ignacio Arcaya
Arcaya & Associates
2600 Douglas Road, Suite 904
Coral Gables, FL 33132

Dear Ambassador Arcaya:

This letter confirms the terms upon which Tew Cardenas LLP (the "Firm") will represent and provide assistance to Arcaya and Associates (the "Client").

Signature of this letter would confirm the terms of the retention of the Firm by Arcaya and Associates, (the "Client"), effective February 1, 2008. The scope of this retention will include setting up meetings with Congressional and Administration Officials, preparing materials for the Client for such meetings and monitoring Legislative and Executive Branch activities which may affect the Client's interests.

The Firm's services may include communicating the particulars of the Client's interests to the Government of the United States through official channels. In addition, the Firm will research and make recommendations regarding Congressional and Federal actions that may impact the Client's business in preparation for official meetings.

The Client understands that, although partners and professionals of the Firm have developed positive professional relationships with government officials, there can be no guarantee that the decisions of any government agency will be favorable to the Client. The Client further acknowledges that the Firm or its partners cannot exert any undue or improper influence over any government agency or official.

Furthermore, there will be strict compliance with all federal and applicable laws and regulations in assisting the Client.

In the event the Client chooses to make any political contributions, the Client acknowledges that those contributions are not connected to the firm's legal representation of the Client and that the Firm or its partners have not made any representation that such contributions will affect the outcome of any governmental decision or proceeding in which the Firm represents the Client.

In consideration for the Firm representing the Client and rendering the services described herein, the Client has agreed to pay the Firm a fee of \$5,000 per month, effective February 1, 2008 through January 31, 2009, subject to renegotiation and extension by mutual consent. The first installment of \$5,000 (covering the period from February 1, 2008 through January 31, 2009) is payable upon execution of this agreement. Thereafter, the Firm's fee will be billed to the Client on the first of each month. Payment in full of the Firm's statement for services is due within thirty days after the statement is received by the Client. The Client further agrees to pay all expenses, including all out-of-pocket disbursements and expenses incurred by the Firm in its representation of the Client, which may include all long distance telephone calls, photocopying, courier services, travel and related expenses. Any expense in excess of \$1,000 must be approved in advance by the Client. After 90 days, this retainer agreement can be terminated at any time by either party subject to a 30-day written notice.

Because the Firm is of a substantial size and has more than one office, the Firm may be asked to represent someone whose interests may be adverse to the Client's interests. The Firm is accepting this engagement on the understanding that our representation of the Client will not preclude the Firm from accepting any other engagement from any existing or new client. The Client consents to the Firm representing another client if such representation is adverse to the interests of the Client provided that (i) the representation will not adversely affect the Firm's responsibilities to and relationship with the Client, and the other client, (ii) such engagement is not substantially related to the subject matter of any services we are providing to the Client, and (iii) in accepting such other engagement we would not impair the confidentiality of proprietary, sensitive or otherwise confidential communications the Client has made to us.

The Client agrees and understands that this agreement represents the entire agreement between the Client and the Firm with regard to the Firm's representation of the Client. If the Client desires to retain the Firm for representation in matters other than those described above, the Firm and the Client must reach an additional agreement regarding such new representation. The Firm and Client will agree in advance in any revisions to the flat fee based upon a material change to the scope of work contemplated between the parties.

Arcaya and Associates
January 30, 2008
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Kindly indicate acceptance by Arcaya and Associates of the foregoing agreement for employment of the Firm by signing and dating the enclosed copy of this letter where indicated below and returning the signed and dated copy of this letter to me.

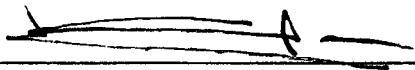
Sincerely,

A handwritten signature in black ink that reads "Ted Brennan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ted Brennan, Director

AGREE TO this 31 day of JANUARY, 2008

By: _____

A handwritten signature in black ink, appearing to be a stylized "A" or similar character, written over a horizontal line.